



Request for Contract Update

Pursuant to the terms of contract number R210602 for Interpretation and Translation Services Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

GLOBO (Contractor) hereby provides notice of the following update on

this date May 6th, 2022.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other Include Service Agreement
Attached Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary). Request to include GLOBO the standard services agreement which aligns with the contract offering.

Submitted By: Whitney Douglass

Approved by Email: Date 5.11.22

Title: Director of Operations

Denied by Email: Date n/a

Email Address: whitney.douglass@helloglobo.com

DocuSigned by:
Region 4 ESC Robert Engelmann
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Language Services Agreement

This Contract ("Contract") is made as of _____, 2022 by and between GLOBO Language Solutions, LLC ("Contractor") and _____ ("Client") for the purchase of Interpretation and Translation Services and Related Solutions ("the products and services").

RECITALS

WHEREAS, Client wishes to engage Contractor in providing the language services/materials as set forth in the Statement of Work contained herein; and

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Client, having its principal place of business at _____; and

WHEREAS, the Parties have agreed to the terms and conditions of this contract which include and are incorporated from the Omnia Partners Region 4 ESC Contract # R210602. It is understood and agreed to that Contract # R210602 provides that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Client shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Client shall review the Contract prior to the renewal date and notify the Contractor of Client's intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Client. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Client and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Client is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be Contract # R210602, this Contract and the attached Statement of Work.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Client, the following order of precedence shall prevail:

- i. This Contract
- ii. The Statement of Work
- iii. Contract # R210602

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Client.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Client. Contractor is required to notify Client when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Client reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Client.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Client. Contractor must notify Client each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Client. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Client may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Client reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Client may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Client reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Client. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Client.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Client reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Client. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Client must purchase in an open market, Contractor agrees to reimburse Client, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but

for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Client may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Client reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Client under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Client may make the determination to return the material to the Contractor at no cost to Client. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Client must be notified immediately. Price increases must be approved by Client and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Client. It is the Contractor's responsibility to keep all pricing up to date and on file with Client. All price changes must be provided to Client, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Client any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Client and any entity that utilizes this Contract. Client reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Client shall have the authority to conduct random audits of Contractor's pricing at Client's sole cost and expense, but not more than one in every 12 month period. Client may conduct the audit internally or may engage a third- party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location agreed to by the parties.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Client may require additions to be submitted with documentation from Members demonstrating an interest in, or a

potential requirement for, the new product or service. Client may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Client includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Clients's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Client, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Clients prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Clients and be separated from other materials. Client must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Client, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Client upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Client's current revenue only. Client retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Client to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Client and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Client, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Client to use their name and logo within website, marketing materials and advertisement. Any use of Client name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Client.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Client prior to commencement of work. The Contractor shall give Client a minimum of 30 days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Statement of Work

On Site Interpreting

Language	Consecutive Interpreting
All Languages	\$60 per hour

- **Additional On-Site Terms**

Scenario	Charge	Note
48-hour notice rush	25% surcharge	Multi-day events require a minimum 1 week' notice to avoid rush charges
Same day notice rush	50% surcharge	
24-hour notice cancellation	Two hour minimum	Multi-day events may incur additional charges
Same-day cancellation	100% of all pre-determined fees	
Travel time	One hour including surcharges if applicable.	
Travel distance > 50 miles	One hour including surcharges plus applicable IRS Mileage over 50 miles	
Travel distance > 100 miles	Per project	
Equipment for simultaneous interpretation	Per project	

Telephone Interpretation Services

The prices reflected in this Scope of Work are based upon the discussions and negotiations by and between the Parties upon entering into this Agreement. GLOBO shall have the right to negotiate a change in these rates in the event that the language mix of Spanish is not at least 65% or greater, GLOBO's cost to provide the services increases significantly, and/or to reflect consumer price index fluctuations.

Language	Volume	Rate
All Languages	0 - 4,000 minutes / month	\$1.00 / minute
All Languages	4,000 - 9,000 minutes / month	\$0.90 / minute
All Languages	9,000 - 35,000 minutes / month	\$0.80 / minute
All Languages	35,000+ minutes / month	\$0.70 / minute

*Deeper discounted pricing can be negotiated if volume of use is over 70,000 minutes a month.

Additional Telephone Interpreting Terms

Service	Cost
Toll Free Number	+\$0.03 per minute
Audio Recording + 1 year of retention/storage	+\$0.03 per minute
Audio Recording + 6 years of retention/storage	+\$0.06 per minute
Third Party Dial-out	+\$0.05 per minute

International Calls	+\$0.05 per minute
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Video Remote Interpreting

Language(s)	Rate	Unit of Measure
Spanish	\$1.00	Per Minute
All other languages	\$1.10	Per Minute
ASL	\$1.20	Per Minute

Additional Video Remote Interpretation Terms

Service	Cost
Video Recording + 1 year of retention/storage	+\$0.06 per minute
Video Recording + 6 years of retention/storage	+\$0.08 per minute

Translation Services

Language*	Rate (per word)
Spanish (US/Latin)	\$0.17
Group 1	\$0.20
Group 2	\$0.22

Group 3	\$0.27
Set Up Fee	\$99.00

**See Language Groups Table on page 12.

Translation Memory Discounts

Translation Memory Match %	Discount
100% Match	85% discount
95% Match	85% discount
85% Match	60% discount
75% Match	40% discount
50% Match	40% discount

Service	Charge
Project Minimum	\$65.00 per project
Project Management	\$65.00 per hour
Formatting/ Desktop Publishing	\$65.00 per hour
Rush Rates	Rush rates are calculated at 25%-100% additional charge to the original rate and will be determined per project.

Translation Turnaround

Page Count	Est. Word Count	Standard TAT	Rush TAT
Up to 5	1,250	3 Business days	24-48 Hours
Up to 10	2,500	3 Business days	2 Business days
Up to 20	5,000	4 Business days	3 Business days
20+	5,000+	Per Project	Per Project

Additional Translation Services

Quotes will be provided on an individual project basis for the following services:

- Transcreation
- Subtitling and Transcription
- Voiceover Recording
- Multimedia Services
- Braille, Section 508 Remediation, and other Accessibility Services

Group	Languages
Spanish	Spanish - US and Latin American
1	Albanian, Bosnian, Bulgarian, Croatian, Czech, Dutch, Flemish, French, German, Hungarian, Italian, Norwegian, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovenian, Spanish (Spain), Swedish, Turkish, Ukrainian

2	Arabic, Bengali, Cantonese, Chinese (Traditional and Simplified), Danish, Dari, Farsi, Finnish, Greek, Gujarati, Haitian Creole, Hebrew, Hindi, Indonesian, Korean, Malay, Malayalam, Mandarin, Norwegian, Panjabi, Pashto, Sindhi, Sinhalese, Swedish, Tamil, Thai, Urdu, Vietnamese
3	Afrikaans, Amharic, Armenian, Azeri, Belorussian, Cape Verdean Creole, Estonian, Faroese, Fulani, Georgian, Hausa, Icelandic, Japanese, Karen, Khmer (Cambodian), Lao, Latin, Latvian, Lithuanian, Macedonian, Mixteco Bajo, Somali, Sotho, Tagalog, Tigrinya, Tswana, Uzbek, Xhosa, Yiddish, Zulu and all other languages

GLOBO Language Solutions, LLC

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____